



AKO TERMS OF USE / TERMS OF SERVICE

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Welcome to AKO, which is provided by the United States Department of Defense, Department of the Army (herein referred to as "DoD-A"). These Terms of Use / Terms of Service govern your use of the websites, content, software and services offered through AKO (collectively, "AKO").

YOUR AFFIRMATIVE ACT OF USING AKO SIGNIFIES THAT YOU AGREE TO THE FOLLOWING TERMS OF USE AND TERMS OF SERVICE, THAT YOU CONSENT TO THE INFORMATION PRACTICES DISCLOSED ON THE AKO PORTAL LOGIN SCREEN, AND THAT YOU CONSENT TO RECEIVE REQUIRED NOTICES AND TO TRANSACT WITH US ELECTRONICALLY.

CHANGES TO THE TERMS OF USE

DoD-A may change these Terms of Use at any time. You can review the most current version of these terms by clicking on the "Terms of Use" hypertext link located on the AKO portal login screen. You are responsible for checking these terms periodically for changes. If you continue to use AKO after DoD-A posts changes to these Terms of Use, you are signifying your acceptance of the new terms.

These terms are in addition to all applicable DoD regulations. If a conflict between these terms of use and DoD regulation arises, the DoD regulation supercedes. The invalidation of a specific clause of these terms does not affect the rule and force of all remaining terms.

REGISTERED USERS

Services are available only to registered users of AKO and require you to sign in with a login name and password in order to use them. AKO consists of the AKO Portal, AKO Knowledge and Community Centers, AKO Services and other content and offerings from AKO's interface partners. Services and other interface partners may be added to AKO from time to time without notice. AKO is not responsible for the content or dealings that you may have with any third party if you use your login credentials to access their Web sites and services. Your actions on such third party websites are governed by the terms of use established by the controlling third party.

ADDITIONAL TERMS

Certain areas of AKO, such as sites where you can upload or download files, may include additional usage guidelines, rules and agreements that will supplement these Terms of Use. By using those services on AKO, you agree to comply with such guidelines and rules and to complete any additional documentation required for such access.

ELECTRONIC DELIVERY POLICY AND YOUR CONSENT

You agree that DoD-A may provide to you required notices, agreements and other information concerning AKO electronically. In addition, DoD-A may post notices on the home page of AKO or on Army Wide Announcements or on the relevant web page of the applicable service. You agree to assume responsibility for reading and complying with notices so posted.

CHANGES TO AKO

DoD-A may discontinue or change any service or feature on AKO at any time and without notice.



YOUR RESPONSIBILITIES

You may use AKO for lawful purposes or DoD-A business only. You may not submit or transmit through AKO any material, or otherwise engage in any conduct that:

- a. violates or infringes the rights of others including, without limitation, patent, trademark, trade secret, copyright, publicity or other proprietary rights;
- b. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, or contains explicit or graphic descriptions, or accounts of, sexual acts, bodily waste functions, criminal activity or the intent to commit any of the above;
- c. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- d. impersonates any person, business or entity, including AKO and its employees and agents;
- e. contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of a computer or computer network;
- f. encourages conduct that would constitute a criminal offense, or that gives rise to civil liability;
- g. violates these Terms of Use, guidelines or any policy posted on AKO, or
- h. interferes with the use of AKO by others.

You may not use AKO in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party's use and enjoyment of AKO. You may not attempt to gain unauthorized access to any services, user accounts, computer systems or networks, through hacking, password mining or by any other means. You may not use AKO in a manner that would hide your true identity or otherwise permit anonymous access. You will not use AKO to gain access to other government or DoD-A sites that you would not otherwise have access to.

NO SPAM

You may not use AKO or any provided DoD-A communication tools to transmit, directly or indirectly, any unsolicited bulk communications (including e-mails and instant messages). You may not harvest information about our users for the purpose of sending, or to facilitate the sending, of unsolicited bulk communications. You may not induce or allow others to use AKO to violate the terms of this section. We may terminate your access or use of AKO immediately and take any other legal action if you, or anyone using your access to AKO, violates these provisions. We may take any technical remedies to prevent unsolicited bulk communications from entering, utilizing, or remaining with in our computer or communications networks.

PROPRIETARY RIGHTS

AKO, its content providers and interface partners who post text, messages, information, software, images, audio and video ("Content") on AKO own the property rights to that Content. The Content is protected by DoD regulations and other proprietary rights of the United States Government.

LICENSE TO USE AKO

In consideration for your agreement to the terms and conditions contained here, AKO grants you a personal, non-exclusive, non-transferable license to access and use the Sites. You may use AKO and the Content offered on AKO only for personal, non-commercial purposes or in



support of United States Government or Department of Defense business. You may use Content offered for downloading, such as photos and documents, for personal use only and subject to the rules that accompany that particular Content. You may not use the Content in a manner that exceeds the rights granted for your use of the Content. You may not use any data mining, robots, or similar data gathering and extraction tools on the Content, frame any portion of AKO or Content, or reproduce, reprint, copy, store, publicly display, broadcast, transmit, modify, translate, port, publish, sublicense, assign, transfer, sell, loan, or otherwise distribute the Content without our prior written consent. You may not circumvent any mechanisms included in the Content for preventing the unauthorized reproduction or distribution of the Content.

CONTENT YOU POST TO PUBLIC AREAS

Certain areas of AKO may allow you to post Content that can be accessed and viewed by others. You may post Content to public areas on AKO that you created or that you have permission to post. You may not post Content that violates these Terms of Use / Terms of Service. We do not claim ownership of any personal Content that you may post, however, by submitting Content to public areas of AKO you grant us a security interest in such content and therefore understand that it can be reviewed, reversed engineered or otherwise examined at our discretion.

NO DUTY TO MONITOR

You agree that we are not liable for Content that is provided by others. We have no duty to pre-screen Content, but we have the right to refuse to post or to edit submitted Content. We reserve the right to remove Content for any reason, but we are not responsible for any failure or delay in removing such material. The text and other material of Content provided by others may represent the opinion of the specific author and are not statements of advice, opinion, or information of the Department of the Army, DoD or the United States Government. If you feel you might be offended by the content of the Sites, you should not continue.

PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

We respect the intellectual property of others. If you believe that your work has been copied and is accessible on AKO in a way that constitutes copyright infringement, you may notify the AKO help desk.

USE OF FORUMS AND CHAT ROOMS

Sites may include unmediated forums containing the personal opinions and other expressions of the persons who post entries on a wide range of topics. Neither the content of these Sites, nor the references to other web sites made in these forums are screened, approved, reviewed or endorsed by the DoD-A.

INDEMNIFICATION

You agree to indemnify and hold DoD-A and the United States Government harmless from any claims, losses or damages, including legal fees, resulting from your violation of these Terms, your use of a Site or your placement of any content onto a Site that does not conform to regulation or these Terms, and; to fully cooperate in DoD-A's or the United States Government's defense against any such claims.



TERMINATION

If you use this site, you are responsible for maintaining the confidentiality of your account and password, if any, and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you are a full or administrative account holder, these same responsibilities apply to all accounts that you sponsor. Your right to use AKO automatically terminates if you violate these Terms of Use / Terms of Service or any rules or guidelines posted in connection with AKO. We also reserve the right, in our sole discretion, to terminate your access to all or part of AKO, for any reason, with or without notice.